

3:18-CV-837

EXHIBIT A

Lenahan & Dempsey, P.C.
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Attorneys for Plaintiffs

**JOCELYN LUNNEY and DONALD R. LUNNEY,
Her Husband,**
Plaintiffs

v.

**HARTFORD FIRE INSURANCE COMPANY,
INC.; HARTFORD FIRE INSURANCE
COMPANY, INC. a/k/a d/b/a THE HARTFORD
And THE HARTFORD GROUP OF AFFILIATED
INSURANCE COMPANIES a/k/a d/b/a THE
HARTFORD**

Defendants

**IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY**

**CIVIL ACTION – LAW
JURY TRIAL DEMANDED**

NO. 2017-13123

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

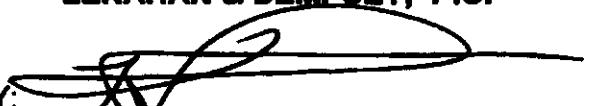
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Pa. Lawyer Referral Service
P.O. Box 1086
100 South Street
Harrisburg, PA 17108
(800) 692-7375
(570) 238-6715**

**North Penn Legal Services
33 N. Main Street
Suite 200
Pittston, PA 18640
(570) 299-4100**

**Respectfully submitted,
LENAHAN & DEMPSEY, P.C.**

BY:


**Kelly J. Lenahan, Esquire
Counsel for Plaintiffs**

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Attorneys for Plaintiffs

**JOCELYN LUNNEY and DONALD R. LUNNEY,
Her Husband,**

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**HARTFORD FIRE INSURANCE COMPANY,
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**IN THE COURT OF COMMON PLEAS
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CIVIL ACTION – LAW

JURY TRIAL DEMANDED

NO. 2017-13123

COMPLAINT

NOW COME, the **Plaintiffs**, Jocelyn Lunney and Donald R. Lunney, her husband, by and through their attorneys, Lenahan and Dempsey, P.C. by Kelly J. Lenahan, Esquire and for their Complaint against the above-named **Defendants**, states as follows:

1. **Plaintiffs**, Jocelyn Lunney ("Plaintiff Wife") and Donald R. Lunney ("Plaintiff Husband"), are adult competent individuals currently residing at 108 Peat Moss Road, White Haven, Pennsylvania.

2. At all times relevant herein, Jocelyn Lunney and Donald R. Lunney were/are legally husband and wife.
3. Defendants are Hartford Fire Insurance Company, Inc., Hartford Fire Insurance Company, Inc. a/k/a d/b/a The Hartford, and The Hartford Group of Affiliated Insurance Companies a/k/a d/b/a The Hartford, hereinafter collectively referred to as "Defendant Hartford".
4. On November 17, 2017, Plaintiffs filed a Writ of Summons against Defendant Hartford initiating this action. The Writ of Summons was ultimately reissued for service and then duly served upon Defendant Hartford on December 26, 2017.
5. Upon representation of Defendant Hartford, the properly named underwriting company in this matter is Hartford Fire Insurance Company, Inc..
6. Upon information and belief, Defendant Hartford is a corporation domiciled in the State of Connecticut with a home address of One Hartford Plaza, Hartford, Connecticut, 06115.
7. At all times relevant hereto, Defendant Hartford was authorized to do business and has regularly conducted business in the Commonwealth of Pennsylvania.
8. At all times material hereto, Defendant Hartford conducted business in Luzerne County, Pennsylvania to such an extent that it is subject to suit in Luzerne County. This Court of Common Pleas is a "court of competent jurisdiction" for the purposes of the instant claim.
9. At all times material hereto, Defendant Hartford has been licensed to draft, issue, provide, and/or sell commercial automobile insurance policies and/or commercial automobile insurance coverage, including UIM coverage, as well as handle and/or otherwise process insurance claims thereunder, including UIM claims, in the Commonwealth of Pennsylvania.
10. It is believed, and therefore averred, that Defendant Hartford acted as the insurer to the Plaintiff Wife at all times material hereto.

11. At approximately 8:50 am on April 13, 2015, Plaintiff Wife was operating a 2012 Ford Escape, VIN Number 1FMCU9GX7DUD72051, registered/licensed in the Commonwealth of Pennsylvania, carrying license plate number DTR4421 on Route 309/North Mountain Boulevard in Fairview Township, Luzerne County Pennsylvania.
12. At all times relevant herein, Plaintiff Wife proceeded lawfully along this roadway and entered into a construction zone, which required her to apply her brakes and bring her vehicle to a stop. However, the vehicle traveling directly behind Plaintiff Wife, driven by Carla Cunningham, failed to stop in this construction zone. Thus, the Cunningham vehicle forcefully struck the rear end of Plaintiff Wife's vehicle, subjecting Plaintiff Wife to a serious automobile collision.
13. During the collision, Plaintiff Wife suffered severe personal injuries, which will be discussed herein.
14. At all times herein, Plaintiff Wife was lawfully and safely operating her vehicle, and was not negligent in a comparative or contributory manner.
15. At all times relevant to the Complaint, Plaintiff Wife was the operator of a commercial vehicle. Thus, pursuant to 75 Pa.C.S. §1705(d)(3), Election of Tort Options, the Plaintiff is permitted to make a claim for both economic and non-economic damages without a consideration to tort selection or severity of injury.
16. At all times material hereto, including at the time of the aforementioned collision, the vehicle Plaintiff Wife was operating was insured under a commercial automobile insurance policy issued by Defendant Hartford (Policy Number 10 UEN AN0491) to Worker's United/D.L. Peterson Trust.

17. At all times relevant herein, Plaintiff Wife was operating the 2012 Ford Escape, which was owned by her employer, Worker's United. Though the vehicle was owned by and insured through her employer, this vehicle was registered/licensed in Pennsylvania for Plaintiff Wife's use and was at all times kept at Plaintiff Wife's home at 108 Peat Moss Road, White Haven, Pennsylvania.

18. Because of this, Defendant Hartford's Pennsylvania UIM Endorsement, relevant certified policy portions attached hereto as "Exhibit A" is applicable and provided for \$1,000,000.00 of Underinsured Motorists benefits.

19. As a direct and proximate result of the aforesaid accident, Plaintiff Wife, Jocelyn Lunney sustained serious permanent personal injuries, losses and disabilities including but not limited to:

- Left C6-7 disc herniation with radiculopathy, requiring an anterior cervical decompression and fusion at C5 through C7;
- aggravation of C5-6 degenerative disc disease;
- lumbar spine injury with L4-5 disc herniation;
- concussion;
- severe migraines/headaches;
- cervical discogenic pain;
- lumbar discogenic pain;
- loss of strength and range of motion;
- severe cervical, thoracic and lumbar spine pain;
- pain radiating into upper extremities;
- pain radiating into lower extremities;
- nerve pain;
- loss of sensation in upper and lower extremities;
- difficulty sleeping;
- nerve damage;
- muscle spasms;
- diffuse and traumatic injuries to the muscles, nerves, and joints of her entire body;
- all other injuries contained in the medical records generated by Plaintiff Wife's medical providers.

20. Each of the aforementioned injuries and medical conditions suffered by Plaintiff Wife have caused, and will cause for an indefinite time into the future, great pain, agony and suffering, both physical and mental in nature.
21. As a result of the aforementioned collision and resulting injuries, Plaintiff Wife has been and will, for an indefinite time into the future, be forced to expend various and substantial sums of money for medicine and medical attention in the treatment of her injuries, all to her great financial loss and damage.
22. As a result of the aforementioned collision and resulting injuries, Plaintiff Wife has and will incur financial expenses for losses which do or may exceed amounts which she may be otherwise entitled to recover.
23. As a result of the aforementioned collision and resulting injuries, Plaintiff Wife has been and will, for an indefinite time into the future, be unable to continue to go about her daily occupations.
24. As a result of the aforementioned collision and resulting injuries, Plaintiff Wife has suffered physical pain and suffering, mental anguish, embarrassment, humiliation, emotional distress, discomfort, inconvenience and loss of ability to enjoy the activities and pleasures of life, all of which will be permanent in nature and will continue indefinitely into the future.
25. Each of the aforementioned injuries and resulting damages is the direct and proximate result of the negligence and carelessness of the tortfeasor, Carla Cunningham.
26. As a direct and proximate result of the careless and negligent actions of Carla Cunningham, Plaintiff Wife suffered severe and permanent personal injuries as well as other damages as more fully outlined in the preceding and proceeding paragraphs.

27. As a direct and proximate result of the negligence of the tortfeasor, Carla Cunningham, the Plaintiff has experienced the following damages and losses:

- Past, present and future pain and suffering;
- Past, present and future emotional distress, embarrassment, humiliation and mental anguish;
- Past, present and future medical expenses;
- Past, present and future loss of life's pleasures;
- Past, present, and future mutual loss of consortium;
- Past, present and future disfigurement;
- Past, present and future wages;
- Past, present and future disability (permanent in nature).

28. It is also anticipated that Plaintiff Wife will require ongoing and future medical care and monitoring of her condition.

29. As a direct and proximate result of the negligence of the tortfeasor, Carla Cunningham, Plaintiff Wife will incur financial expenses which do and will exceed amounts she may otherwise be entitled to recover.

30. Plaintiff Husband, Donald R. Lunney, also alleges a claim for loss of consortium based upon the injuries, harm, damages, and losses of his spouse. Plaintiff Husband has been and will continue to be deprived of his spouse's aid, comfort, service, society, companionship, and affection, all to his great detriment and loss.

31. As a result of the aforementioned negligence and carelessness of the tortfeasor, Carla Cunningham, Plaintiffs recovered the maximum benefit available to them under the Cunningham policy of insurance.

32. The Cunningham vehicle was insured on the date of the collision by The Travelers Indemnity Company, with a split limit of liability coverage for bodily injury and property damage of \$100,000 per accident all of which were required to partially compensate the Plaintiffs for the injuries Plaintiff Wife sustained and the damages they incurred as a direct and proximate result of the negligent and careless conduct of Carla Cunningham. See *Cunningham Declarations Page attached hereto as "Exhibit B".*
33. Upon information and belief, Carla Cunningham had no other liability coverage at the time of the April 13, 2015 collision.
34. On January 30, 2017, Defendant Hartford furnished written confirmation of its consent to settle the Cunningham claim and waiver of subrogation. See *letter attached hereto as "Exhibit C.*

COUNT I

UNDERINSURED MOTORISTS BENEFITS

PLAINTIFFS VS. DEFENDANT HARTFORD

35. Plaintiffs hereby incorporate all of the preceding paragraphs as if the same were set forth at length herein.
36. As a direct and proximate result of the careless and negligent actions of Carla Cunningham, Plaintiffs suffered severe and permanent personal injuries as well as other damages as more fully outlined in the preceding paragraphs, such that Plaintiffs are entitled to a recovery of compensatory damages which exceed the liability coverage that Carla Cunningham had with The Travelers Indemnity Company on the date of this collision.
37. The above referenced commercial automobile insurance policy issued by Defendant Hartford, attached previously as "*Exhibit A*", requires the Plaintiffs to avail themselves of

remedies available through this Honorable Court's jurisdiction by filing suit seeking payment of the available UIM benefits from **Defendant Hartford** for the reasons set forth in greater detail above.

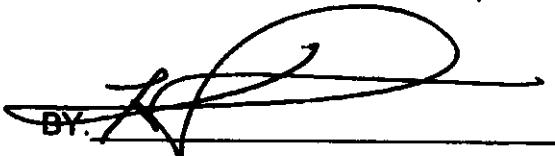
38. At all times material hereto, **Plaintiffs** have fully complied with all the terms, conditions, and provisions of the above referenced automobile insurance policy issued by **Defendant Hartford**.

39. There are no conditions, provisions, or exclusions in the above referenced automobile insurance policies issued by **Defendant Hartford** which would preclude **Plaintiffs** from making claim for and/or recovering UIM benefits under said policy of insurance.

WHEREFORE, the **Plaintiffs** demand judgment in their favor against **Defendant Hartford** in an amount in excess of \$50,000.00 in addition to interest, costs, delay.

Respectfully submitted,

LENAHAN & DEMPSEY, P.C.



A handwritten signature in black ink, appearing to read "KJL". Below the signature, the name "BY:" is written in small capital letters, followed by a horizontal line.

KELLY J. LENAHAN, ESQUIRE

Prepare. Protect. Prevail.[™]



**Business Insurance
Employee Benefits
Auto
Home**

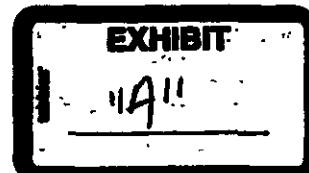
January 31, 2017

Re: Insured: WORKERS UNITED
Policy Number: 10 UEN AN0491
Policy Term: 3/7/2015 – 3/7/2016
Writing Company: HARTFORD FIRE INSURANCE COMPANY

This will verify that, to the best of the undersigned's knowledge, the attached is a complete and accurate representation of insurance policy referenced above. Documents and/or information produced herewith are kept and maintained in the ordinary course of business.

Peyton Dziura
Operations Support Specialist
Clinton Business Center
Hartford Office Location

**301 Woods Park Drive
Clinton, NY 13323
Toll Free: 888-525-2652
Fax: 866-809-1178**



POLICY NUMBER: 10 UEN AN0491



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF THE DECLARATIONS - ADDITIONAL
PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED
INSUREDS**

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

WORKERS UNITED
NEW YORK METROPOLITAN AREA JOINT BOARD
METROPOLITAN DISTRIBUTION & TRUCKING JOINT BOARD
LAUNDRY, DRY CLEANING & ALLIED WORKERS JOINT BOARD
PENNSYLVANIA JOINT BOARD
SOUTHERN REGIONAL JOINT BOARD
CHICAGO & MIDWEST REGIONAL JOINT BOARD
WESTERN STATES REGIONAL JOINT BOARD
PHILADELPHIA JOINT BOARD
SOUTHWEST REGIONAL JOINT BOARD
LAUDRY, DRY CLEANING WORKERS AND ALLIED INDUSTRIES HEALTH FUND,
UNITE HERE!
MID-ATLANTIC REGIONAL JOINT BOARD
NEW YORK NEW JERSEY REGIONAL JOINT BOARD
SERVICE WORKERS UNITED LOCAL 2552
18 WASHINGTON PLACE PROPERTIES INC

POLICY NUMBER: 10 UEN AN0491

COMMERCIAL AUTO
CA 20 01 10 13T

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Insurance Company: HARTFORD FIRE INSURANCE COMPANY

Policy Number: 10 UEN AN0491	Effective Date: 03/07/15
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Expiration Date: 03/07/16

Named Insured: WORKERS UNITED
SEE IH1204

Address: 12 W 31ST ST FL 12
NEW YORK NY 10001

Additional Insured (Lessor): D.L. PETERSON TRUST

Address: 940 RIDGEBROOK RD
SPARKS MD 21152

Designation Or Description Of "Leased Autos":

SEE SUBSEQUENT PAGE

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents, or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto"

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 10 UEN AN0491

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form, and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$ 105,566.00

AUDIT PERIOD: ANNUAL

SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (UM/UIM) COVERAGE (SUM)
THE MAXIMUM AMOUNT PAYABLE UNDER SUM COVERAGE SHALL BE THE POLICY'S SUM
LIMITS REDUCED AND THUS OFFSET BY MOTOR VEHICLE BODILY INJURY LIABILITY
INSURANCE POLICY OR BOND PAYMENTS RECEIVED FROM, OR ON BEHALF OF, ANY NEG-
LIGENT PARTY INVOLVED IN THE ACCIDENT, AS SPECIFIED IN THE SUM ENDORSEMENT.

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part.

HA00040302	HA00121102T	CA00011013	CA22100113	CA22191013
CA22301113	CA22321113	HA22070800	CA22371013	CA22381013
CA22461102	CA99031013	CA99681113	CA21131013	CA21141013
CA31071013	CA21921013	CA21931013	CA21211102	CA21221113
CA20011013	CA01061013	CA01091013	CA01160808	CA01280309
CA01461013	CA01701013	CA01801013	CA01831013	CA01881013
CA01891013	CA02250114	CA99101013	HA00240614	HA01060114
HA01080300	HA21020614	HA99080614	HA99171112	

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 10 UEN AN0491

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	01	\$ 1,000,000	\$ 93,186.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	05	Separately stated in each Personal Injury Protection Endorsement	\$ 5,188.00
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)	05	Separately stated in each Added Personal Injury Protection Endorsement.	\$ 408.00
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement	
AUTO MEDICAL PAYMENTS	02	\$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	\$ 598.00
UNINSURED MOTORISTS	06	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 3,330.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	06	\$ SEE FORM HA2102 OR STATE FORM(S)	\$ 612.00
	06	\$1,000,000	\$ 1,184.00

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER. 10 UEN AN0491

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 10 UEN AND491

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
	IF ANY	2.574	\$ 209.00 MP

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: \$ 209.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	189	\$ 904.00
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 904.00 MP

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 93 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PENNSYLVANIA UNDERINSURED MOTORISTS
COVERAGE - NONSTACKED**

For a covered "motor vehicle" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
-------------------------------	------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements, or
 - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we.
 - (1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification

3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
 - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the "suit"

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- C. Exclusions**
- This insurance does not apply to any of the following
- 1. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law
 - 2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
 - 3. Punitive or exemplary damages
 - 4. "Bodily injury" sustained by
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form, or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy
 - 5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Wartime action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

D. Limit Of Insurance

- 1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underrinsured Motorists Coverage shown in the Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law

E. Changes In Conditions

The Conditions are changed for Pennsylvania Underinsured Motorists Coverage – Nonstacked as follows

- 1. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underrinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underrinsured motor vehicle".

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle".
- c. Paragraph 2.b. above of this condition does not apply if, within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle":
 - (1) We or the "insured" has made a written demand for arbitration in accordance with the provisions of this endorsement, or
 - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
 - (a) Filed in a court of competent jurisdiction; and
 - (b) Not barred by the applicable state statute of limitations

In the event that the four-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member"

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member"

- c. Where there is applicable insurance available under the first priority.
 - (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and
 - (2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".
- d. If two or more Coverage Forms or policies have equal priority:
 - (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority,
 - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages. However, an "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads
- 4. "Motor vehicle" means a vehicle which is self-propelled, except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails

TRAVELERS 

DANIEL K SWITZER AGCY INC
P O BOX 100
WHITE HAVEN PA 18661
00040

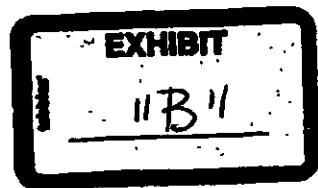
WILLIAM G CUNNINGHAM
410 TOWANDA STREET
WHITE RAVEN PA 18661

Dear Customer:

Enclosed is your declaration page and related documents. If you have any questions regarding any of them, please contact your Company representative.

PL-8579 3-94

000154/00040 F3115AHJ 8372 05/03/18





AUTOMOBILE POLICY DECLARATIONS

1. Named Insured

WILLIAM G CUNNINGHAM
410 TOWANDA STREET
WHITE HAVEN PA 18661

Your Agency's Name and Address

DANIEL H SUITCH AGCY INC
P O BOX 100
WHITE HAVEN PA 18661

Your Policy Number : 918265313 101 2 For Policy Service Call 570-443-7880
Your Account Number: 918265313 For Claim Service Call 1-800-CLAIM33

2. This is change number 1, which is effective April 23, 2015.

- * This change decreases the premium by \$97 for the remainder of the policy period.
- * The policy period is from February 28, 2015 to August 28, 2015.
- * Use classification information has been changed, vehicle has been deleted.
- * These declarations replace all prior automobile policy declarations on the date on which this change is effective.

3. Your Vehicles

Identification Numbers

1 1980 CHEVR PU
2 2000 CHEVR TAHOE BASE

CCD14A110867
1GNEK13T2YJ210060

4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium is shown for the coverage.

IF COLLISION COVERAGE IS PROVIDED UNDER THIS POLICY, COVERAGE EXTENDS TO VEHICLES WHICH YOU RENT FOR 30 DAYS UNDER A RENTAL CAR COVERAGE AGREEMENT. PLEASE REMEMBER THAT COLLISION COVERAGE DOES NOT PAY FOR LOSS OF USE. PLEASE CONTACT YOUR TRAVELERS AGENT OR REPRESENTATIVE IF YOU HAVE QUESTIONS. IF YOU DO NOT CARRY COLLISION INSURANCE, THIS POLICY DOES NOT PAY FOR DAMAGE TO RENTAL VEHICLES.

	1	2
	80 CHEVR PU	00 CHEVR TAHOE BASE
A&B	- Bodily Injury and Property Damage \$100,000 each accident	\$ 629 \$ 629
D6	- Uninsured Motorists (Bodily Injury) Stacked \$15,000 each person \$30,000 each accident See Endorsement A37044	\$ 629 \$ 629
D8	- Underinsured Motorists (Bodily Injury) Stacked \$15,000 each person \$30,000 each accident See Endorsement A37044	\$ 629 \$ 629

4. Coverages, Limits of Liability and Premiums (continued)

		80 CHEVR PU	80 CHEVR TAHOE BASE
E	- Collision Actual Cash Value less \$500 deductible	-	220
F	- Comprehensive (Other than Collision) Actual Cash Value less \$50 deductible	-	650
QA	- First Party Benefits Coverage Limited Tort Option See Endorsement A37021	2	2
R	- Added First Party Benefits A4-Increased Medical Expenses \$10,000 B5-Income Loss Maximum Amount/Monthly Amount \$5,000/\$1,000 C6-Funeral Expenses \$1,500 See Endorsement A37021	20	20

Subtotals for your vehicles:

Total Premium for This Policy: \$1250

5. Information Used to Rate Your Policy

Discounts Included in Your Premium

Anti Theft Device **00 CHEVR
TAHOE BASE**

Passive Restraint **00 CRKVR**
 TAHOE BASE

Multiple Cars

Account Discount

Careful Driver

Drivers

WILLIAM G
ALEXIS CLARA
CARLA APRIL

Date of Birth	Sex	Marital Status
1960-08-08	Male	Single
1960-08-08	Female	Single
1960-08-08	Female	Single



Named Insured: WILLIAM G CUNNINGHAM
Policy Number: 918265313 101 2
Policy Period: February 28, 2015 to August 28, 2015.
Issued On: May 3, 2015

5. Information Used to Rate Your Policy (continued)

Vehicles	Use of Vehicle	Location of Vehicle
80 CHEVR PU	Pleasure	WHITE HAVEN PA
00 CHEVR TAHOE BASE	Pleasure	WHITE HAVEN PA

It is important that the above information is correct to ensure that your policy is properly rated. If there are errors or changes to this information, please notify your Travelers representative immediately.

6. Other Information

Your Insurer The Travelers Indemnity Company
One Tower Square, Hartford, CT 06183

Policy Endorsements

A37013 Amendment of Policy Provisions - Pennsylvania
A37021 First Party Benefits Coverage - Pennsylvania
A37044 Uninsured/Underinsured Motorists Endorsement - Pennsylvania

Policy Edition 8 Policy Form 101 Issued on 05/03/15

Thank you for insuring with Travelers. We appreciate your business. If you have any questions about your insurance, please contact your Travelers representative.

FOR YOUR INFORMATION

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

FOR YOUR INFORMATION (continued)

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 9182653131012 and product code A11 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

Because you have insured your auto and home with us, your premium has been reduced.

YOU MAY PURCHASE UNINSURED AND/OR UNDERINSURED MOTORISTS COVERAGE AT ANY AVAILABLE LIMITS FROM \$15,000/\$30,000 UP TO YOUR BODILY INJURY LIABILITY LIMITS. YOU MAY REJECT THESE COVERAGES ENTIRELY.

Because you have been a valued customer of Travelers for 10 years or more, your premium has been discounted.



**THE HARTFORD
EASTERN AUTO LIT PLUS OFFICE
PO BOX 14268
LEXINGTON KY 40512**

January 30, 2017

MB 01 006365 67327 H 19 D

**LENAHAN & DEMPSEY
116 NORTH WASHINGTON AVENUE
SCRANTON PA 18503-1800**

EEB 7-2017
#30401
P.M.

Re: Insured: WORKERS UNITED
Claimant: Jocelyn Lunney
Date of Loss: April 13, 2015
Event Number: CA0016174569
Claim Number: Y45 AU 06946

Dear Lenahan & Dempsey:

Please let this letter serve as confirmation of The Hartford's consent to settle and waiver of subrogation for the bodily injury claim with the tortfeasor for this loss.

Sincerely,

Andrew Urquidi

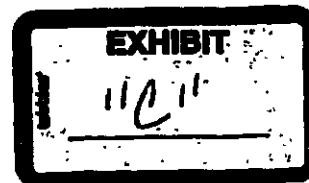
Andrew Urquidi
Sr. Claim Rep
Phone: (800) 280 - 0555 Ext. 2307210
Fax: (866) 809 - 9794
andrew.urquidi@thehartford.com

Writing Company Name: Hartford Fire Insurance Company

For your protection, New York State requires that the following statement appear on this letter. Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company commits a fraudulent act, which is a crime, and shall also be subject to a civil penalty not

MT00058

Page 1 of 2



VERIFICATION

I, KELLY J. LENAHAN, ESQUIRE, hereby verify that I am the attorney of record for the Plaintiff and that their signature for this document cannot be obtained within the time allowed for filing this pleading; and that the facts set forth in the foregoing Complaint is true and correct to the best of my knowledge and belief. I understand that this verification is made subject to the provisions of 18 Pa. C.S.A. §4904, pertaining to unsworn falsification to authorities.



KELLY J. LENAHAN, ESQUIRE

DATE: 3 / 27 / 18

Lenahan & Dempsey, P.C.
By: Kelly J. Lenahan, Esquire
ID. No. 90748
Lenahan & Dempsey Professional Building
Suite 400
116 North Washington Avenue
P.O. Box 234
Scranton, Pennsylvania 18501-0234
(570) 346-2097 Telephone
(570) 346-1174 Facsimile
E-mail: kjl@lenahandempsey.com

Attorneys for Plaintiff

JOCELYN LUNNEY and DONALD R. LUNNEY,
Her Husband,
Plaintiffs

v.

**HARTFORD FIRE INSURANCE COMPANY,
INC.; HARTFORD FIRE INSURANCE
COMPANY, INC. a/k/a d/b/a THE HARTFORD
And THE HARTFORD GROUP OF AFFILIATED
INSURANCE COMPANIES a/k/a d/b/a THE
HARTFORD**

Defendants

**IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY**

CIVIL ACTION - LAW

JURY TRIAL DEMANDED

NO. 2017-13123

CERTIFICATE OF SERVICE

NOW, this 27th day of March, 2018, I, Kelly J. Lenahan , Esquire, a member of the law firm of Lenahan & Dempsey, P.C., hereby certify that I this day served a copy of the Complaint thereof by depositing copies of same in the United States Mail, postage prepaid, at Scranton, Pennsylvania, addressed to the following:

R. Erick Chizmar, Esqire
Law Office of Jeffrey H. Elserman
1515 Market Street, Suite 1802
Philadelphia, PA 19102

Lenahan & Dempsey, P.C.

BY:


Kelly J. Lenahan, Esquire

Lenahan & Dempsey, P.C.
By: Kelly J. Lenahan, Esquire
ID. No. 90748
Lenahan & Dempsey Professional Building
Suite 400
116 North Washington Avenue
P.O. Box 234
Scranton, Pennsylvania 18501-0234
(570) 346-2097 Telephone
(570) 346-1174 Facsimile
E-mail: kjl@lenahananddempsey.com

Attorneys for Plaintiff

JOCELYN LUNNEY and DONALD R. LUNNEY,
Her Husband,
Plaintiffs

v.

**HARTFORD FIRE INSURANCE COMPANY,
INC.; HARTFORD FIRE INSURANCE
COMPANY, INC. a/k/a d/b/a THE HARTFORD
And THE HARTFORD GROUP OF AFFILIATED
INSURANCE COMPANIES a/k/a d/b/a THE
HARTFORD**

Defendants

**IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY**

CIVIL ACTION – LAW

JURY TRIAL DEMANDED

NO. 2017-13123

CERTIFICATION OF COMPLIANCE

I CERTIFY THAT THIS FILING COMPLIES WITH THE PROVISIONS OF THE PUBLIC
ACCESS POLICY OF THE UNIFIED JUDICIAL SYSTEM OF PENNSYLVANIA: *Case Records of the
Appellate and Trial Courts* that require filing confidential information and documents differently than non-
confidential information and documents.

Submitted by:



Kelly J. Lenahan, Esquire
Attorney No.: 90748

EXHIBIT B

Law Offices of Jeffrey H. Eiseman*

Employees of a Subsidiary of The Hartford Financial Services Group, Inc.

* Not a Partnership or Professional Corporation

1515 Market Street, Suite 1802,
Philadelphia, PA 19102

OFFICE: Telephone (215) 564-3042
Facsimile (877) 369-5790

R. Erick Chizmar, Esquire

Admitted in Pennsylvania, New York and New Jersey
Direct Dial: (215) 446-7683
Email Address: R.Chizmar@thehartford.com

April 17, 2018

Kelly J. Lenahan, Esquire
Lenahan and Dempsey, P.C.
116 North Washington Avenue
Suite 400
Scranton, PA 18501

RE: Lunney, Jocelyn v. Hartford Fire Insurance Company
CCP-Luzerne County, No. 2017-13123
D/L: 4/13/15

Dear Ms. Lenahan:

In connection with the above matter, I have enclosed a Notice to Plaintiffs advising that a Notice of Removal has been filed in the United States District Court for the Middle District of Pennsylvania.

Thank you for your attention to this enclosure.

Very truly yours,

R. Erick Chizmar

R. Erick Chizmar

REC/ac
Enclosure

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

JOCELYN LUNNEY and DONALD R.	:	
LUNNEY, her husband,	:	
Plaintiffs,	:	
vs.	:	
HARTFORD FIRE INSURANCE	:	No.
COMPANY, INC., HARTFORD FIRE	:	
INSURANCE COMPANY, INC. a/k/a	:	
THE HARTFORD, THE HARTFORD	:	
INSURANCE GROUP, THE	:	
HARTFORD GROUP OF AFFILIATED	:	
INSURANCE COMPANIES a/k/a d/b/a	:	
THE HARTFORD,	:	
Defendants.	:	

NOTICE TO PLAINTIFFS

TO: Jocelyn Lunney and Donald R. Lunney
c/o Kelly J. Lenahan, Esquire
LENAHAN & DEMPSEY, P.C.
116 N. Washington Avenue, Suite 400
Scranton, PA 18501

Defendant, Hartford Fire Insurance Company (incorrectly identified as
Hartford Fire Insurance Company, Inc.), by and through its counsel of record, has
filed a Notice of Removal in the United States District Court for the Middle
District of Pennsylvania, removing to that Court a civil action previously pending
in the Court of Common Pleas of Luzerne County, Pennsylvania, entitled *Jocelyn*

Lunney and Donald R. Lunney v. Hartford Fire Insurance Company, Inc., et al.,

Case No. 2017-13123.

LAW OFFICES OF JEFFREY H. EISEMAN

s/ R. Erick Chizmar

BY: _____

R. Erick Chizmar, Esquire

PA 65277

1515 Market Street - Suite 1802

Philadelphia, PA 19102

r.chizmar@thehartford.com

(215) 446-7683

Attorney for Defendant,

Hartford Fire Insurance Company